

**552.270-25**

have been paid in advance, if any; and (3) whether any notice of default has been issued.

(b) Letters issued pursuant to this clause are subject to the following conditions:

(1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;

(2) That the Government shall not be held liable because of any defect in or condition of the premises or building;

(3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and

(4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable prepurchase and precommitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

(End of clause)

[64 FR 37229, July 9, 1999, as amended at 76 FR 30846, May 27, 2011]

**552.270-25 Substitution of Tenant Agency.**

As prescribed in 570.703, insert the following clause:

SUBSTITUTION OF TENANT AGENCY (SEP 1999)

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

(End of clause)

[64 FR 37229, July 9, 1999, as amended at 76 FR 30847, May 27, 2011]

**552.270-26 No Waiver.**

As prescribed in 570.703, insert the following clause:

NO WAIVER (SEP 1999)

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

(End of clause)

[64 FR 37229, July 9, 1999, as amended at 76 FR 30847, May 27, 2011]

**48 CFR Ch. 5 (10-1-14 Edition)****552.270-27 Integrated Agreement.**

As prescribed in 570.703, insert the following clause:

INTEGRATED AGREEMENT (SEP 1999)

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease.

(End of clause)

[64 FR 37229, July 9, 1999, as amended at 76 FR 30847, May 27, 2011]

**552.270-28 Mutuality of Obligation.**

As prescribed in 570.703, insert the following clause:

MUTUALITY OF OBLIGATION (SEP 1999)

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

(End of clause)

[64 FR 37229, July 9, 1999, as amended at 76 FR 30847, May 27, 2011]

**552.270-29 Acceptance of Space.**

As prescribed in 570.703, insert the following clause:

ACCEPTANCE OF SPACE (JUN 2011)

(a) When the Lessor has completed all alterations, improvements, and repairs necessary to meet the requirements of the lease, the Lessor shall notify the Contracting Officer. The Contracting Officer or designated representative shall promptly inspect the space.

(b) The Government will accept the space and the lease term will begin after determining that the space is substantially complete and contains the required ABOA square footage as indicated in the solicitation paragraph, Amount and Type of Space.

(End of clause)

[64 FR 37229, July 9, 1999, as amended at 76 FR 30847, May 27, 2011]